

# General Terms and Conditions

## 1. Scope of Application; Hierarchy of Contract Documents, Rejection of Buyer Terms

a) These General Terms and Conditions of Delivery and Payment ("GTC") apply to all contracts, deliveries, and services provided by Hydro Building Systems Germany GmbH ("HBS" or "we") to entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB). Any deviating or supplementary terms and conditions of the Buyer shall apply only if expressly acknowledged in writing by HBS.  
b) We hereby expressly reject any incorporation of the Buyer's general terms and conditions, even if the Buyer refers to such terms in purchase orders, order confirmations, call-offs or other documents. Our silence, the acceptance of orders, the provision of deliveries or services, or the acceptance of payments shall not constitute agreement to the Buyer's terms. Any references in our documents to Buyer information (e.g. order numbers, project names, technical specifications) serve identification purposes only and do not constitute acceptance of Buyer terms.  
c) The hierarchy of contractual documents shall be as follows:

(1) individually agreed contractual terms in writing; (2) our written order confirmation including product-specific terms, price lists, and technical guidelines; (3) these GTC and (4) statutory provisions.

## 2. Offers, Prices, Payment, Security

a) Our offers are non-binding. All taxes and duties incurred in the country of receipt shall be borne by the Buyer. Unless otherwise agreed, the prices and conditions of the price list valid at the time of contract conclusion shall apply.  
b) Payment shall be made within 30 calendar days net from the invoice date; timely payment requires actual receipt of funds. Non-cash payments are accepted on account only; any associated charges or bank fees shall be borne by the Buyer. Bills of exchange shall be accepted only on the basis of a special written agreement. HBS may determine which outstanding claims incoming payments are applied.  
c) In case of late payment, we charge default interest at 9 percentage points above the statutory base rate; the right to assert additional default damages remains unaffected.  
d) The Buyer may set off or assert rights of retention only with undisputed or finally adjudicated counterclaims, or with counterclaims arising from the same contractual relationship. A counterclaim by way of action ("Widerklage") is permitted only in these cases.  
e) If contract performance is jeopardised due to insufficient financial capacity of the Buyer (including cancellation of a credit limit by a trade credit insurer), we may refuse performance, revoke payment terms, and demand advance payment or security; in addition, we shall be entitled to withdraw from the contract.  
f) If the Buyer is in default of payment or fails to honour a bill of exchange when due, we are entitled to take back the goods and for this purpose to enter the Buyer's premises. We may also prohibit any resale, further processing, or removal of the delivered goods.

## 3. Risk, Delivery, Trade Terms, Transport Racks

a) As a rule, risk shall pass to the Buyer upon handover of the goods to the carrier/freight forwarder, or at the latest upon departure from the factory or warehouse. By way of exception, where DAP/DDP delivery terms (Incoterms® 2020) have been agreed, risk shall pass only upon delivery at the named place of destination.  
b) The Buyer may not reject partial deliveries. In case of shipment, we determine the carrier, freight forwarder, and mode of transport.  
c) All trade terms shall be interpreted in accordance with Incoterms® 2020.  
d) Our goods are delivered on transport racks. The Buyer shall handle such racks in accordance with our instructions. In case of delayed return, damage, or loss, we may charge the corresponding costs.

## 4. Delivery Date, Delivery Impediments, Delay

a) Delivery periods and dates indicate the approximate delivery time ex works/ex warehouse.  
b) Our delivery obligation is subject to timely and correct delivery to HBS by our suppliers, unless the non-delivery or incorrect delivery is attributable to HBS. A delivery period expressly agreed as binding shall be extended by at least two weeks if HBS is not supplied in time.  
c) Force majeure and other circumstances not attributable to HBS (including, without limitation, operational disruptions, production failures, procurement difficulties, and labour disputes) entitle HBS to postpone delivery for the duration of the impediment and its effects. If the impediment persists for more than six months, both parties may withdraw from the contract.  
d) Delay occurs only if, after the due date, HBS fails to perform within a reasonable grace period following a written reminder, and such failure is attributable to HBS, provided that the Buyer is not in default with its own obligations.  
e) If the latest approved specification is released less than 30 days prior to the agreed delivery date, that delivery date shall be postponed accordingly.

## 5. Weight, Quantity, Dimensions, Deviations

a) Any deviation in weight, quantity, or specification from the delivery note or invoice must be proven by the Buyer.  
b) Depending on the product, excess or short deliveries of up to 10% are permissible. For dimensions, DIN/EN tolerances apply; otherwise, customary commercial tolerances apply. References to standards, material sheets, test certificates, or similar documents do not constitute a warranty or guarantee of characteristics.

## 6. Retention of Title

a) The delivered goods ("Retained Goods") remain the property of HBS until full payment of all present and future claims arising from the business relationship has been received. The Buyer shall handle the Retained Goods with due care and protect them from third-party interference.  
b) Any processing or transformation of the Retained Goods is carried out for HBS as manufacturer within the meaning of Section 950 BGB, without creating obligations for HBS. If the Retained Goods are combined, mixed, or processed with items not belonging to HBS, HBS acquires co-ownership in the new item in proportion to the invoice value of the Retained Goods to the total value of the new item. The Buyer shall store such (co-)owned items for HBS free of charge.  
c) The Buyer is entitled to resell the Retained Goods in the ordinary course of business. The Buyer hereby assigns to HBS all claims arising from such resale — or from the sale of items resulting from processing/combination/mixing — including ancillary rights, in the amount of the value of the Retained Goods. If the resale occurs together with goods not supplied by HBS, the assignment applies only in the amount of the invoice value of the Retained Goods. HBS hereby accepts the assignment.  
d) The Buyer is revocably authorised to collect the assigned claims. The collection authorisation lapses in the event of payment default, material deterioration of the Buyer's financial situation, or revocation by HBS. Upon request, the Buyer shall disclose the assigned claims and debtors, provide all information necessary for collection, hand over relevant documentation, and notify the debtors of the assignment.  
e) Pledging or transferring the Retained Goods by way of security is prohibited. In the event of a breach of contract by the Buyer — particularly payment default — HBS may, after setting a deadline, demand return of the Retained Goods; the Buyer grants HBS access to its premises during normal business hours for this purpose.  
f) If the realizable value of the securities exceeds the secured claims by more than 20%, HBS shall release securities upon the Buyer's request; the choice of securities to be released lies with HBS.  
g) If the law of the destination country does not recognize retention of title, or makes its effectiveness dependent on specific actions (e.g. registration, marking, cooperation), the Buyer shall take all necessary steps to establish and maintain a security interest economically equivalent to retention of title (e.g. transfer by way of security, assignment of claims). The Buyer shall bear all costs.  
h) The Buyer shall adequately insure the Retained Goods (particularly against theft, breakage, fire, water, and transport risks) and provide evidence upon request. Claims against insurers relating to the Retained Goods are hereby assigned to HBS; HBS accepts the assignment.

## 7. Warranty Claims (Claims for Defects)

a) The Buyer shall inspect the goods immediately upon delivery and prior to any processing with due care. Obvious defects, incorrect deliveries, or short deliveries must be notified in writing no later than seven (7) working days after delivery. Latent defects must be notified without undue delay upon discovery. Sections 377 and 381 of the German Commercial Code (HGB) remain unaffected.  
b) If notification is not made in due time, all warranty rights are excluded. Unconditional payment of the purchase price or processing of the goods shall be deemed acceptance unless a material defect has previously been notified.  
c) Upon receipt of a defect notification, HBS will — as a rule — provide within fifteen (15) working days a statement regarding the cause of the defect, defect analysis, and proposed corrective measures. If this is exceptionally not feasible within such period, the period shall be extended by a reasonable time.  
d) The agreed specifications set out expressly in the order are solely decisive for the condition of the goods. Information in catalogues, brochures, samples, drawings, or other documents, as well as public statements, serve descriptive purposes only and do not constitute an agreed condition or a guarantee. Any guarantee

requires a separate express written declaration by HBS. References to standards, material sheets or test certificates do not constitute a guarantee of characteristics.

e) In the event of a justified defect notification, HBS shall, at its discretion, provide remedy either by repair or replacement. HBS may refuse remedy where legally permitted. HBS may make remedy conditional upon payment of the due purchase price; however, the Buyer may withhold an amount reasonably proportionate to the defect.  
f) The Buyer shall make the defective goods available to HBS for inspection and, where applicable, for return, and shall ensure transport-secure packaging. Unless HBS was originally obliged to install the goods, remedy does not include removal of defective goods or re-installation.

g) The Buyer is not entitled to remedy defects itself or through third parties without prior approval by HBS; related costs will not be reimbursed unless HBS has expressly approved such self-remedy in writing. In urgent cases (risk to operational safety or disproportionate damage), the Buyer may remedy the defect itself and claim reimbursement of necessary expenses; HBS must be informed without delay.  
h) If remedy fails or is unreasonable, the Buyer may withdraw from the contract or reduce the price following a reasonable grace period. Withdrawal is excluded for immaterial defects.

i) Defects in partial deliveries do not entitle the Buyer to assert rights concerning other deliveries.  
j) Any statutory right of free termination pursuant to Sections 648, 650 BGB is excluded; termination is permitted only in accordance with these GTC or the relevant contract.  
k) The above provisions apply accordingly if HBS additionally provides design or processing proposals or other instructions.

l) If the Buyer uses components not belonging to the HBS system, the Buyer bears the burden of proof that damage would have occurred even if system components had been used. Otherwise, all warranty and compensation claims are excluded to that extent.

## 8. Technical Advice; Guarantees

a) Technical advice is provided by HBS to the best of its knowledge and ability but is non-binding and does not release the Buyer from conducting its own tests, examinations, and assessments. Compliance with statutory and regulatory requirements regarding the use of the goods is the sole responsibility of the Buyer.  
b) Information in catalogues, brochures, and orders regarding dimensions, weights, materials, appearance, performance, or scope of delivery serve to describe the goods and do not constitute guarantees of condition or durability. Any guarantee is valid only if expressly confirmed in writing. In the event of a valid guarantee claim, HBS shall — at its discretion — remedy the defect or supply replacement goods against return of the defective goods, or reimburse payments made.

## 9. General Limitation of Liability

a) Unless otherwise provided in these GTC, HBS shall be liable for breaches of duty in accordance with statutory provisions.  
b) HBS is liable without limitation for intent and gross negligence, and — in cases of simple negligence — only for: i) damage resulting from injury to life, body, or health; and ii) damage arising from the breach of material contractual obligations ("cardinal obligations").  
c) A material contractual obligation is an obligation whose fulfilment is essential for the proper performance of the contract and on whose fulfilment the Buyer may regularly rely. In the event of a breach of a cardinal obligation due to simple negligence, liability is limited to the foreseeable, typical damage, but not exceeding the value of the delivery or service affected by the damage.  
d) The limitations of liability in b) and c) do not apply in cases of fraudulent concealment of a defect, assumption of a guarantee, or claims under the Product Liability Act.  
e) The Buyer may withdraw from or terminate the contract due to a breach of duty not relating to a defect only if HBS is responsible for such breach. Any statutory right of termination for convenience is excluded.  
f) The Buyer is obliged to take measures immediately upon discovering a defect to avoid further damage.  
g) When notifying a defect, the Buyer shall indicate the expected scope of damage. If circumstances arise indicating that the damage may reach or exceed twice the value of the affected delivery or service, the Buyer must notify HBS immediately in writing. Failure to do so releases HBS from liability for financial losses exceeding that threshold.  
h) HBS confirms that it maintains operationally adequate business and product liability insurance.

## 10. Limitation Period

Where the Buyer is not a consumer, all warranty and damages claims shall become time-barred one (1) year after delivery or performance, unless a longer warranty period has been expressly agreed in writing. Mandatory longer limitation periods — including in cases of fraud, under the Product Liability Act, and in the situations set out in Sections 438(1) No. 2, 445b, and 478 BGB — remain unaffected.

## 11. Third-Party Intellectual Property Rights; Rights to Tools

a) If deliveries are made in accordance with drawings, specifications, or other instructions provided by the Buyer, the Buyer shall be responsible for ensuring that such use does not infringe any third-party intellectual property rights (including patents, trademarks, designs, or copyrights).  
b) The Buyer shall indemnify HBS in full against any claims asserted by third parties based on such infringement and shall reimburse HBS for all resulting costs and damages.  
c) Tools, moulds, and fixtures manufactured or procured by HBS remain the exclusive property of HBS, even if the Buyer has paid part or all of the associated costs. The Buyer does not acquire ownership or any other rights merely by paying tooling costs.  
d) After a period of three years from the last production, HBS shall be entitled to destroy the tool at its discretion or charge reasonable storage costs.

## 12. Data Protection

a) HBS processes personal data of the Buyer solely for the purpose of contract initiation and contract performance, in accordance with the General Data Protection Regulation (GDPR) and the applicable German federal and state data protection laws.  
b) Enquiries regarding your data protection rights may be directed at any time to:  
Hydro Building Systems Germany GmbH – Data Protection Officer, Einsteinstraße 61, 89077 Ulm  
E-mail: MMerlin@intersoft-consulting.de  
c) Further information on data protection can be found in the HBS Privacy Notice:  
<https://www.wicona.com/de/de/System-pages/Datenschutz/>.

## 13. Sanctions and Compliance

a) The parties undertake to comply at all times with all applicable sanctions laws and regulations issued by the United Nations, the European Union, the United States of America, or any other competent governmental authority. Neither we nor the Buyer may engage in any business or activity prohibited under such sanctions laws and regulations.  
b) The Buyer represents and warrants that neither it nor any of its directors, officers, employees, or agents is a sanctioned person or otherwise subject to restrictions that would prohibit or limit the performance of this agreement. The Buyer further undertakes not to sell, transfer, export, re-export, or otherwise make available — directly or indirectly — the products supplied under this agreement to any sanctioned person or to destinations or end-uses that would violate applicable sanctions laws.  
c) If compliance with this agreement would, at any time, result in a violation of applicable sanctions laws or regulations, we shall be entitled to suspend performance or terminate the agreement with immediate effect. In such case, we shall not be liable for any damages, costs, or losses arising out of or in connection with such suspension or termination.  
d) The Buyer shall indemnify us against all damages, losses, fines, penalties, or expenses arising from any breach by the Buyer of this clause.

## 14. Place of Performance, Jurisdiction, Governing Law, Miscellaneous

a) Unless otherwise agreed, the place of performance for our deliveries "ex works" shall be the respective delivery plant; for all other services, our warehouse.  
b) The exclusive place of jurisdiction shall be Ulm (Donau); however, HBS may, at its discretion, also bring an action at the Buyer's place of business.  
c) All legal relations shall be governed exclusively by German law. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.  
d) If any provision of these GTC is or becomes invalid, the validity of the remaining provisions shall not be affected.

# General Terms and Conditions of Sale

## Prices

All prices represent recommended retail prices and do not include any applicable, statutory VAT. Prices listed here are current market prices, based on current prices for raw materials and wages. Any increase in price occurring after the purchase contract's signature will be charged. For aluminum profiles with surface treatment, our pricing is based on the perimeter development of the profiles. For small profiles, we charge a minimum perimeter development of 130 mm. For surface treatment, please refer to our applicable price list for surface treatment. Profile prices will be calculated based on a price per meter. For accessories and fittings, our price list indicates prices per item or per meter.

## Fixed lengths of profiles

Our price list indicates standard profile lengths and window sills. Depending on our production possibilities, deliveries of shorter or longer profiles are available at extra charge. Also, extra charges for minimum extrusion amounts, adherence to exact number of delivered bars and retooling of the production facility will be taken into account. In such cases, we kindly ask you to send a separate request.

## Freight and packaging

A delivery charge of 0.5% is made for packaging costs with our scheduled delivery service or as per the agreed delivery conditions. Parcel service and express delivery costs will be invoiced. Non-returnable packaging will be invoiced at cost and will not be collected. Hydro Building Systems Germany GmbH (HBS) also delivers its goods in returnable packaging, which remains the property of HBS, and for the use thereof an initial fee is charged, which is then refunded upon proper return.

The purchaser needs to handle reusable packaging according to HBS's specifications and must return packaging to HBS as agreed upon. If reusable packaging is returned more than 6 months after delivery HBS will be entitled to refuse to take back the packaging and also to refuse reimbursement of the fee paid for packaging. Furthermore, HBS is entitled to invoice all costs incurred. This also applies if reusable packaging has been damaged.

The transport costs incurred for the material to be coated from and back to the customer are invoiced to the customer at standard market rates of transport costs including the handling fee of WICONA and plus VAT.

With delivery of profiles in our transport racks and skips these should be announced as free after at the latest 6 weeks.

From the 7th week a rent of 7.00 € will be charged per rack/skip and opened week. Further claims for damages shall remain unaffected.

In the case of purchase specification is "Parcel Service" or "Express delivery", the freight costs will be invoiced separately. If the purchased goods need to be delivered to a specified surface treatment facility, please note the expected delivery date(s) as specified on the order confirmation. Production at the surface treatment site is beyond our control and we shall not be liable for any additional costs or delays arising from any reason whatsoever.

## Surcharges for minimum quantities

Our minimum order amount is 80,00 € plus VAT. For gasket frames, the minimum order quantity is 25 pieces per item number. The extra charge for smaller quantities is 100,00 € plus VAT per item number.

## Surcharges for minimum quantities with surface treatment

As per our price list for products with surface treatment.

## Delivery

**All profiles, accessories and fittings marked accordingly on our price list will be delivered from warehouse stock – prior sales reserved.**

## Return of goods and cancelled orders

For stock items, 20% of the product value will be deducted from the price, at least 100,00 € however. Please note that the amount will only be credited if the products are returned in their original packaging and shipping units.

Generally, the amount will only be credited if HBS approves the return. Items not included in our stock program cannot be returned. Returns from deliveries dating back to more than 6 months will not be accepted. Customers are bound to properly store the goods, to package them securely for return and to deliver them in resalable condition.

It is generally not possible to return goods from third countries for customs reasons.

In principle, cancellations and postponements of stock items are only possible after discussion with, and with the express consent of, the person responsible. Any costs for re-storage or for transport already incurred can be obtained from the person responsible. We reserve the right to invoice up to 10% of the value of the good for cancellation costs.

## Material and dimensional tolerances

Hydro profiles are manufactured from the aluminum alloy EN AW-6060 T66 (AlMgSi0,5 F 22) using an extrusion process with artificial ageing according to DIN EN573-3 and DIN EN755-2. The above alloy is resistant to corrosion, easy to anodize and presents high stability. Technical delivery terms and dimensional tolerances are as defined in DIN EN 12020-1 and 12020-2 or DIN EN 755-9. Profiles of the series WICSOLAIRe and WICSLIDE 65 are manufactured from the aluminum alloy EN AW-6060 T6 (AlMgSi0,5 F 22) using an extrusion process with artificial ageing according to DIN EN573-3 and DIN EN755-2. Profiles of the brand Hydro Building Systems Germany are manufactured from aluminum alloys EN AW-6060 T6 (AlMgSi0,5 F 22) or EN AW-6060 T66 (AlMgSi0,5 F 22).

## Premium steel material

Profiles from stainless steel are manufactured using a cold deformation process. For stainless steel profiles, the material used is a strip of austenitic stainless steel, material no. 1.4401, short name: X 5 CrNi – Mo17-12-2 (according to DIN EN 10088-1), surface quality 2B (according to DIN 10088-2) in order to obtain good resistance to corrosion, smoothness and evenness. Ground steel with a grain size of 400 and covered by a protective film is used for visible surfaces. Depending on the respective requirements, technical delivery terms and dimensional tolerances are as defined in ISO 2768-C, tolerance class C.

## Fittings

The design of fittings and comparable components as well as their protection against corrosion depends on the strains to be expected and on Hydro specifications. The respective manufacturer will choose the fittings depending on permissible loads.

In order to protect any movable fitting parts against wear and corrosion, maintenance by the user is mandatory. Frequency of cleaning and care depends on the requirements due to mechanical and chemical environmental impacts and in accordance with the manufacturer's specifications (available on request).

## Quality assurance for fittings:

Required material characteristics will be assessed as follows:

- For windows and French doors, quality requirements according to RAL-RG 636/1 and RAL-RG 716/1 must be met. Durability, protection against corrosion, reveal test, operability etc. of tilt-/turn fittings will be assessed according to European standard EN 13126. Upgrades for burglary-resistant fittings are according to DIN 1804-2.
- Door fittings and special fittings are according to the requirement in VOB, part C, DIN 18357: 2000-12 and according to the respective RAL tests. RAL-RG 607/8 defines the set of standards which apply to the multitude of individual door fitting parts. A certificate of compliance has been allocated to current regulations. Also, the standards in the Construction Products List, such as standard ENV 1627 for burglary-resistant doors, determine the quality of the respective building products.

For security products such as smoke and fire protection elements, the applicable standards as well as the current approval certifications and test reports apply. Surface protection of fittings:

- parts made from stainless steel according to DIN 267, part 11, – without surface treatment.
- parts made from steel produced in a special process or according to DIN 50960 galvanized, chromated and with an additional, enhanced protective coat against corrosion.
- Nonferrous metals:

All visible parts are anodized or coated according to the agreed color sample, while respecting all provisions regarding surface protection made by the Institutes for Quality Assurance.

## General

References to standards, material specifications or test certificates serve solely for descriptive purposes and do not constitute a guarantee.

In addition to these sales conditions, our generally applicable General Terms and Conditions of Delivery and Payment (GTC), valid at the time of contract conclusion, shall apply.

Individual components need to be stored in a dry and frost-free place. The indications in our workshop manuals have to be respected and are part of the contract.

## Abbreviations used in currently applicable price list

<b>HS</b>	= (German: "Halbschalen") Semi-shells of a profile, limited stock available for quicker processing of orders containing bicolor products.
<b>AN1</b>	= only anodized in E6/C0
<b>AN3</b>	= only available in anodized design for bondings in structural glazing
<b>+</b>	= processed profiles
<b>I</b>	= on stock
<b>!</b>	= not available from stock, please note extended delivery times, possibly lower-quantity surcharges apply
<b>X</b>	= Sell-off item which is potentially only available in limited quantities or out of stock. Reorders may entail longer delivery times or additional costs.
<b>ZE</b>	= Surcharge anodizing E6/C0 refer to our applicable price list for surface treatment
<b>P</b>	= profile
<b>Z</b>	= accessory
<b>B</b>	= fitting
<b>T</b>	= tool
<b>N</b>	= Net price
<b>Z2</b>	= plus an extra charge of 320,00 € per order/ RAL color (metallic or DB colors at request); anodized surfaces generally only at request
<b>Z4</b>	= Minimum order value 100,00 € per order item, for special colors (not RAL of your choice) surcharge on request
<b>M60</b>	= Minimum order quantities, surface surcharge
<b>M100</b>	= treatment at request, additional powder costs may apply
®	= registered trademarks
	Hydro Building Systems Germany GmbH, Ulm, Germany

## **Warranty Declaration**

### **for powder-coated aluminium profiles used in windows, doors and façades**

Hydro Building Systems Germany GmbH ("HBS") gives the following warranty for powder-coated aluminium profiles used in windows, doors and façades:

**Warranty period:**  
10 years

**Commencement of warranty:**  
Upon delivery (date of delivery) of the powder-coated aluminium profiles and components to the customer.

**Contents of warranty:** Compliance of the coating specification in accordance with the quality and testing specifications of GSB International – GSB AL-631 and the respective current version from Qualicoat.

As a result of weathering over the warranty period, there will be a natural impact on the colour and gloss level; however, due to the extremely slow and even process, this will not adversely affect the decorative appearance and is therefore not a defect. Review standards are the test specifications described above.

**Disclaimer of warranty:**  
Compliance of the coating specification offers no guarantee for reliable prevention of filiform corrosion on profile and machined edges, particularly in atmospheres containing chloride.

**Scope of warranty:**  
In the event of a claim due to a defect for which HBS is responsible, HBS is obliged, at HBS's choice, to undertake the subsequent warranty work or to bear the costs for it.

- a.) In the case of defects recognised by HBS, HBS has the right to rectify the defect itself or to have it rectified by a suitable company of its choice and at the cost of HBS.
- b.) HBS will provide materials free of charge as replacement for the defective items if they are necessary for the repair. If HBS does not carry out the repair itself, this will be undertaken by a contracted company and HBS will absorb the relevant costs for it. The absorption of costs relates to the works necessary, including installation and the necessary ancillary works. If, during the repair work, defects caused by a third party are rectified, then HBS will absorb only the relevant part of the costs.
- c.) Defects identified must be notified by the customer within 7 calendar days from when they are discovered.

**Amount of warranty:**  
The warranty and liability of HBS is limited to € 500,000.00, unless the damage is based on intent or gross negligence by HBS. Depending on the age of the façade or the coated object, the following decreasing amount of warranty applies:

In % of the liability amount:

Year 1 – 5:	100 %
Year 6 – 7:	80 %
Year 8 – 9:	60 %
Year 10:	50 %

**Preconditions of warranty claims:**

- that the HBS processing guidelines have been observed.
- that the plastic-coated aluminium surfaces directly exposed to the weather have been properly and expertly cleaned and preserved at regular intervals but at least once a year in accordance with the provisions of the GRM (Gütekommunion für die Reinigung von Metallfassaden, Alexander-von-Humboldt-Straße 19 in 73529 Schwäbisch Gmünd – GRM-RAL GZ 632) and the VFF Data Sheet WP.05 (Verband der Fenster- und Fassadenhersteller, Walter-Korb-Straße 1 – 7 in 60594 Frankfurt/Main) or alternatively as per SZFF for customers in Switzerland (with proof of the specified invoice from the contracted specialist company).
- that damages are not as a result of improper processing and/or handling of the plastic-coated aluminium components by the processor. Measures must be taken to protect the coated components from mechanical and chemical impact such as from mortar, gypsum, cement or concrete, during storage, transportation and installation. Consequential damages are excluded.
- that the damage is not due to accidental mechanical injury (e.g. shocks), significant heat impacts, friction with blunt objects or the effects of chemical products.
- that the damage is not caused by media which usually have an effect on the coating or which contain a substance which damages lacquer, such as deposits of foreign particles like iron or steel.
- if the building for which the product was coated is located inside of Europe.
- if the product to which the coating was applied was installed on a building inside of Europe.
- that the plastic coating, with the exception of solar radiation, is not exposed to any other thermal load above 70 °C.
- that no changes to the current atmospheric conditions in the location of the property, such as the impact of lacquer-damaging immissions, have occurred.
- that on the building the plastic-coated component are, or have not been, in direct or indirect contact with any lacquer- or aluminium-damaging substance such as de-icing salts, acids, alkalis, etc. (indirect contact means, for example, run-off water from copper roofing, copper plating, or similar).
- that the structure is suitable for coating and that structures which encourage corrosion, such as inappropriate combinations of materials or different metals, cavities or gaps which cannot be ventilated or surfaces which are not suitable for coating, should be avoided.
- that the damage is not triggered by contact with sealing profiles or with sealants and aggressive cleaning products.
- that the damage is not caused in a coastal location (an area within a distance of 10,000 m from the coast), or within a distance of 10,000 m from chemical industry or other aggressive emission sources.

**Evaluation of surface qualities:**

The visual assessment of the surfaces of aluminum is carried out – even in the event of an arbitration – in accordance with the VFF information sheets:

- With powder coating according to AL.02\_2016-08\_Visual assessment of organically coated surfaces on aluminum.
- For anodized surfaces according to AL.02\_2016-08\_Visual assessment of anodized surfaces on aluminum.

This warranty declaration is subject to the law of the Federal Republic of Germany.

The sole place of jurisdiction is 89073 Ulm (Donau), Germany.

Hydro Building Systems Germany GmbH